



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	03/17/2015
Department:	Engineering
Department Head:	Jack Carr, PE
Agenda Coordinator (include phone #):	Kathleen Schonke (7198)
	Project No. 6519

CAPTION

To approve a Professional Services Agreement by and between the City of Plano and Pacheco Koch, LLC, in the amount of \$299,660, for the Russell Creek Drive Improvements – Independence to Sutherland project; and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE	<input type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input checked="" type="checkbox"/> CIP	
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,000,000	0	1,000,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-299,660	0	-299,660
BALANCE	0	700,340	0	700,340

FUND(S): STREET IMPROVEMENTS CIP

COMMENTS: Funding is available in the 2014-15 Street Improvements CIP for this item. Professional engineering services for the Russell Creek Drive Improvements project, in the amount of \$299,660, will leave a current year balance of \$700,340 available for future project expenditures.

STRATEGIC PLAN GOAL: Obtaining professional engineering services for street improvements relates to the City's goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This project includes research and data collection, conceptual design, preliminary design, final design, bid phase, and construction related professional engineering services for the rehabilitation of Russell Creek Drive, including the hike and bike trail. This project will determine the extent of failures and develop design alternatives for stabilization of the slopes, retaining walls and pavement failures. Pacheco Koch, LLC was selected based on a shortlist interview of four consultants.

The contract fee is for \$299,660.00 and is detailed as follows:

Basic Services

1. Conceptual Design	\$ 22,455.00
2. Preliminary Design.....	\$ 77,025.00
3. Final Design.....	\$ 22,060.00
4. Bid Phase Design.....	\$ 13,050.00
5. Construction Administration.....	\$ 16,710.00
Total Basic Fee	\$ 151,300.00



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Special Services

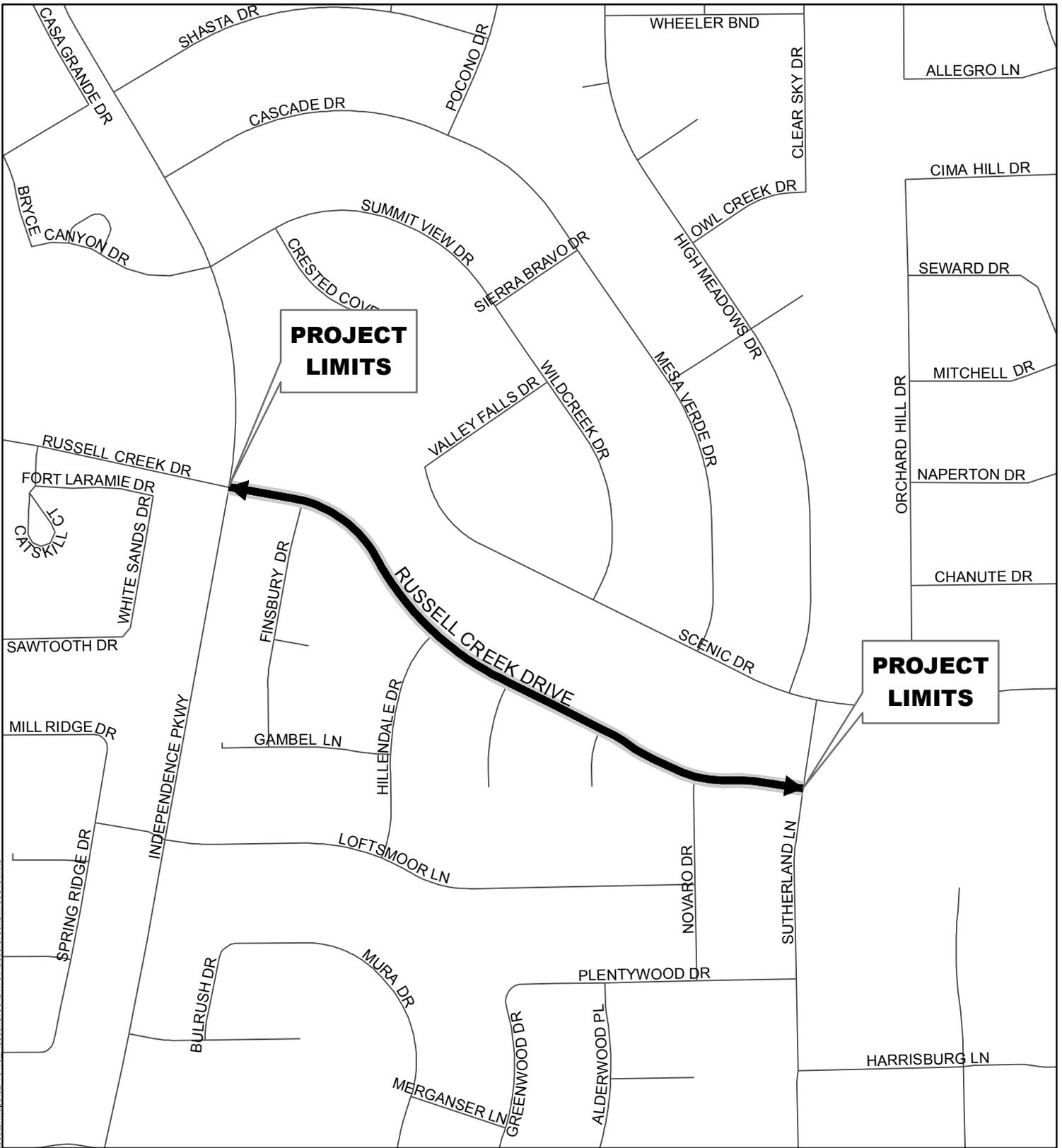
1.	Public Meetings	\$	7,335.00
2.	Subsurface Utility Exploration	\$	9,480.00
3.	Geotechnical Investigation Report	\$	74,100.00
4.	Tree Survey and Conditions Assessment	\$	2,805.00
5.	Supplemental Design Survey	\$	17,065.00
6.	Floodplain Hydraulic Analysis	\$	10,580.00
7.	Environmental Permitting	\$	9,735.00
8.	Structural Analysis	\$	7,000.00
9.	Construction Control Survey	\$	5,280.00
10.	Direct Expenses	\$	4,980.00
Total Special Services		\$	148,360.00

TOTAL FEE \$ 299,660.00

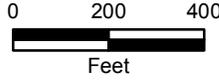
<http://goo.gl/maps/lyVb9>

List of Supporting Documents:
Location Map, Agreement

Other Departments, Boards, Commissions or Agencies
N/A

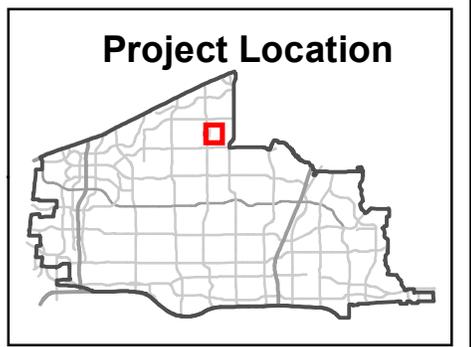


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Russell Creek Drive Improvements – Independence to Sutherland Project No.6519

February, 2015
City of Plano GIS Division



RUSSELL CREEK DRIVE IMPROVEMENTS - INDEPENDENCE TO SUTHERLAND

PROJECT NO. 6519

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **PACHECO KOCH, LLC**, a **TEXAS** Limited Liability Company, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **RUSSELL CREEK DRIVE IMPROVEMENTS - INDEPENDENCE TO SUTHERLAND** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

III. Schedule of Work

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

V. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work, all that information requested by Engineer and available in City's files.

VI. Insurance

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Engineer agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Engineer shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Engineer's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

VII. INDEMNITY

THE ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE ENGINEER'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS CONDUCT, INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE

NEGLIGENCE OF THE CITY AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ENGINEER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ENGINEER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

IX. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Engineer agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Engineer shall execute the affidavit shown in Exhibit "E". Engineer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Engineer's Opinion of Probable Construction Costs

The parties recognize and agree that any and all opinions of probable construction costs prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Engineer.

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any

other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Attn: Husain Hamza, P.E.
Engineering Department, Suite 250
P.O. Box 860358
Plano, TX 75086-0358

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Pacheco Koch, LLC
Attn: D. Ryan Plasse, PE, CFM
8350 N. Central Expressway, Suite 1000
Dallas, TX 75206-1612

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

G. Authority to Sign:

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SIGNED on the date indicated below.

PACHECO KOCH, LLC
A Texas Limited Liability Company

DATE: _____

BY: _____
Mark A. Pacheco, PE, RPLS
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2015, by **MARK A. PACHECO, PE, RPLS, PRESIDENT**, of **PACHECO KOCH, LLC**, a **TEXAS** Limited Liability Company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2015, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT A SCOPE OF SERVICES

RUSSELL CREEK DRIVE IMPROVEMENTS - INDEPENDENCE TO SUTHERLAND PROJECT NUMBER: 6519 CIP NUMBER: 31464

PROJECT DESCRIPTION:

Russell Creek Drive, the adjacent hike and bike trail and retaining walls are experiencing significant horizontal and vertical movement between Independence Parkway and Sutherland Lane. Potential failure mechanisms may include the following:

- Local and global stability of the retaining walls and slopes.
- Subsurface drainage of the pavement and walls affecting soil moisture conditions translating to ground shrinkage and swell.
- Limited street drainage capacity with uncontrolled discharges leaving the right-of-way causing erosion behind retaining walls.
- Utility backfill settlement.
- Inadequate compaction of previous deep fills.
- Subsurface drainage stemming from a tributary to Russell Creek that has been filled during construction of the adjacent subdivision.
- Toe erosion of the Russell Creek stream bank along outside bends and at existing steep slopes.

The project scope will determine the extent of failures and develop conceptual design alternatives for stabilization of the slopes, retaining walls, toe erosion and pavement failures of the street and trail. Conceptual design alternatives will also be developed for an informal public access and include investigation of aesthetic treatments for retaining walls and railings. A series of public meetings will be conducted during conceptual design to obtain feedback and garner public support for the project. Upon approval of the conceptual design, the consultant and City will reassess the scope and fee for Preliminary Design, Final Design, Bid Phase Services and Construction Administration. Construction documents will be developed for the approved final concept plan. The overall project may be phased as directed by City staff into separate construction documents (plans, special provisions and estimates) for up to two (2) stand-alone projects. The first anticipated phase of construction (contingent on the results of the geotechnical analysis and extent of existing failures) will include stabilizing critical areas and the installation of slope inclinometers to confirm the site has been stabilized so that Phase II permanent repairs and improvements can be constructed.

The services to be provided for this project include project management, topographic surveys, subsurface utility exploration, geotechnical investigations, USACE 404 permitting, development of conceptual designs and drainage analysis, development of preliminary construction plans, development of final construction

plans and special specifications, construction administration and bid phase services.

A topographic survey and a geotechnical study was previously prepared for the project by Verdunity, Inc. as outlined in their final report, *Russell Creek Pavement and Hike and Bike Trail*, date November 13, 2014. This information will be incorporated to the maximum extent feasible in development of construction plans.

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with the following:

City of Plano:

- Geodetic Monumentation Manual
- Manual for Right-of-Way Management
- Storm Drainage Design Manual
- Stream Bank Stabilization Manual
- Erosion & Sediment Control Manual
- Thoroughfare Standards Rules & Regulations
- Manual for the Design of Water & Sanitary Sewer Lines
- Standard Construction Details
- Special Provisions to Standard Specifications for Public Works Construction, 1997
- Sample Plan Set
- Parks Department Standard Details for Landscaping & Irrigation
- 2009 Parks Department Standard Details for Trails
- Previous studies prepared by others
- As-built plans for portions of surrounding infrastructure

AASHTO:

- 2012 Bike Guide

ADA:

- Trail Requirements

NCTCOG:

- Standard Specifications for Public Works Construction, 1998 Amendment

ASCE:

- Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data)

2. All plans submitted to the City shall be signed and sealed in accordance with state law.

B. Conceptual Design – Conceptual design will be conducted in conjunction with special services which include: supplemental survey, tree survey and condition assessment, geotechnical investigating/report, drainage analysis and delineation of jurisdictional features.

1. **Research and Data Collection** – The Consultant will:
 - Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, previous studies prepared by others, as-built plans for portions of surrounding infrastructure and other information available for the project area (1 meeting).
 - Meet with the City of Plano project manager to conduct an on-site review and walk through (1 meeting).
2. **Alternative Analysis** – Consultant will develop specific design concepts with plan views, typical cross-sections, unit cost and consideration of visual appearance for the following items:
 - Slope stabilization
 - Retaining walls
 - Toe stabilization
 - Informal creek access point
 - Pavement repairs & trail reconstruction
3. **Right-of-way and Easement Requirements** – Additional right-of-way and easements are not anticipated for this project. Should they be required, the Consultant will prepare the following:
 - Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit list to the City of Plano as soon as possible and prior to the preliminary plan submittal.
 - Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.
4. **Design Charrette** – Meet with City staff to present findings of analysis and discuss and refine design concept options for public review.
5. **Final Concept Plan** – Consultant will develop a revised final concept plan based on design refinements as directed by the City. The plan will be used for area take-offs and cost estimating purposes.
 - Memo documenting analysis, stake holder input and feedback, design decisions and final recommendations.
 - Final concept schematic depicting limits of all proposed improvements.
 - Conceptual phase cost estimate.

C. Preliminary Design (Phase I and II) – Upon approval of the conceptual design, the consultant and City will reassess the scope and fee for Preliminary Design, Final Design, Bid Phase Services and Construction Administration. Preliminary design will accommodate up to two (2) phases of construction with detailed construction phasing to be determined after the geotechnical investigation and conceptual design are completed. The overall project may be phased as directed by City staff into separate construction documents (plans, special provisions and estimates) for up to two (2) stand-alone projects. The first anticipated phase of construction will include stabilizing critical areas and the installation of slope inclinometers to confirm the site has been stabilized so that Phase II permanent repairs and improvements can be constructed. Plans for both phases of construction are anticipated to be submitted and reviewed concurrently.

1. Prepare preliminary construction plans. Prepare the following sheets for the anticipated phase and at the engineering scale indicated:

- Cover sheet (Phase I and II)
- Project layout control sheet(s) (Phase I and II). Scale 1"= 100'.
- Quantity sheet (Phase I and II).
- Typical sections and detail sheets (Phase I and II).
- Construction phasing and temporary traffic control sheets (Phase I and II). Scale 1"= 20'.
- Slope stabilization and wall plan & profiles sheets (Phase I). Scale 1" = 20'.
- Toe stabilization plan with typical sections and details (Phase I). Scale 1"=20'.
- Paving plan & profile sheets for street repair areas (Phase II). Scale 1"= 20'.
- Drainage area maps to determine existing street capacities along Russell Creek Drive Scale (Phase II). 1"= 100'.
- Storm drain plan & profile sheets for sewer improvements (Phase II). Scale 1"= 20'.
- Trail replacement and creek access plan (Phase II). Scale 1"=20'.
- Hardscape details (Phase II).
- Temporary pavement plan (Phase I). Scale 1" = 40'.
- Temporary planting plan (Phase I). Scale 1" = 40'.
- Planting plan and details (Phase II). Scale 1"=20'
- Construction erosion control plan sheet(s) (Phase I and II). Scale 1"= 40'.
- SWPPP Narrative sheet meeting TCEQ and City of Plano requirements (Phase I and II).
- Pavement marking plan sheets (Phase II). Scale 1"= 40'.

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

2. Coordinate with affected utilities such as water, sewer, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Prepare an outline list of special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost (Phase I and II).
5. Submit five (5) half size sets of preliminary plans, outline list of special technical specifications, Geotechnical investigation and preliminary statement of probable construction cost to the City departments for review.
6. Provide an electronic (PDF format) half size set of preliminary utility coordination drawings (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections, paving sheets, cross sections and SUE field sketches.
7. Submit preliminary Phase II plans for third party TDLR/TAS review. Submittal and review fees will be paid as reimbursable expenses.
8. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications, cost estimates and construction phasing.

D. Final Design (Phase I and II)

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Incorporate comments from TDLR/TAS review.
4. Finalize construction plans for proposed improvements.
5. Finalize special technical specifications and special conditions (if any).
6. Incorporate standard details into the construction plans and prepare additional details as required.
7. Take off final construction quantities and prepare pre-final construction cost estimates.
8. Submit five (5) half size sets of pre-final plans, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
9. Provide an electronic (PDF format) half size set of pre-final utility coordination drawings (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections, paving sheets and SUE field sketches.
10. Incorporate City final comments into the plans and bid documents.
11. Submit an electronic copy of the corrected bid schedule and special technical specifications in MS Word format to the City for inclusion in the

bid document. The City will provide the original unbound bid document to the Consultant for printing purposes.

12. Submit three (3) sets of final black line prints, three bound copies of the bid documents and one (1) unbound original bid document set to the City of Plano.
13. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

E. Bid Phase Services (Phase I and II)

1. Assist the City staff in advertising for bids (preparation of draft notice and preparation of response to requests for information from bidders).
2. Submit two (2) bound copies of the bid documents and one (1) unbound original bid document set to the City. The City will use this information to upload the bid documents into BidSync for plan distribution to bidders.
3. Assist City staff in conducting a pre-bid conference, if required.
4. Prepare and distribute addenda to bid documents as necessary.
5. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
6. Submit a CD-ROM disk of the bid set plans in a PDF format.
7. Provide bid tabulation to the City of Plano within four working days of the bid letting.
8. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
9. Assist City staff in a pre-construction conference.
10. Furnish eleven (11) full size sets and four (4) half size sets of final construction plans and five (5) sets of the contract document manuals to the City for construction.

F. Construction Administration (Phase I and II)

1. Provide up to five (5) site visits by the design engineer for each phase of construction for a total of up to ten (10) site visits, if requested by the City, with a written construction observation report submitted to the City for each visit.
2. Provide written responses to requests for information or clarifications.
3. Assist the City staff in conducting the final inspection.
4. Coordinate final inspection and approval of the TDLR review after completions of Phase II construction.
5. Recommend final acceptance of work when acceptable.
6. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one (1) blackline set to the City and a CD-ROM disk containing scanned images of the 24" x 36" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date).

The drawings shall be scanned 1 to 1 as Group 4 TIF (Group 4 FAX) files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

SPECIAL SERVICES:

A. Public Meetings – A series of public meetings will be conducted to obtain stakeholder input and provide information to the public during the conceptual design phase of the project. Up to three (3) public meetings are anticipated. The following items will be prepared for each public meeting and updated as options are refined:

1. Meeting presentation (PowerPoint).
2. Plan showing areas of required repairs/improvements.
3. Precedent imagery showing options for repair/improvements.
4. Section or three-dimensional imagery to show design intent.
5. Meeting notes documenting public input.

B. Subsurface Utility Exploration

1. The Subsurface Utility Engineering (SUE) work required for this project will be performed in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02. Subsurface utility exploration will be performed by a sub-consultant.
2. The Quality Level from the designated ASCE Publication to be utilized on this project are as follows:
 - Quality Level D (QL"D") – Existing Records: Utilities are plotted from review of available existing records.
 - Quality Level C (QL"C") – Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.
 - Quality Level B (QL"B") – Two-dimensional horizontal mapping: This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control.
 - Quality Level A (QL"A") – Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data.
3. Sub-consultant will perform quality level B utility designation within the following limits; the width of the corridor being from the centerline

of Russell Creek Drive to the toe of the southern slope along Russell Creek and the length of the corridor from the alley between Finksbury Drive and Hillendale Drive, east to Sutherland Lane. Sub-consultant will contact the 811 system to identify utility owners. A request for utility records from all owners identified will be made. A not to scale color coded sketch will be made and used as a guide by survey crews when collecting the utility designation. Estimated length of the corridor is 1,500 feet with gas and water believed to be running the entire length. Residential services will not be mapped. Unlocatable lines that are shown on record drawing received by the consultant will be depicted at Quality Level C. Storm and sanitary sewer investigation is not included in this scope of services.

4. The sub-consultant will utilize a vacuum excavation truck for the purpose of exposing critical utilities. A vacuum excavation will be conducted near the potential wall penetration of the existing 36" water line. As-built plans will be utilized to determine vertical location of all other utilities. If lane closure is necessary, it will only be performed between the hours of 9:00 AM and 4:00 PM, Monday through Saturday. Lane closure, if necessary will require a permit with the City's Engineering Department with an approved traffic control plan. Existing sidewalk removed for SUE shall be replaced within 72 hours to match existing in accordance with City of Plano standard details and specifications.
5. Produce a field sketch depicting the existing utilities, labeled with current owner information. The line size and depth from existing grade will also be presented on the SUE field sketch. Base maps/topographic files prepared for this project in AutoCad format shall be used in preparing the SUE field sketch. All discovered and any unidentifiable utilities discovered will be depicted on the construction plan sheets for the project.
6. The SUE field work shall be done in coordination with the site field surveying to allow the utilities' horizontal and vertical locations to be tied to the project horizontal and vertical control.
7. Back fill all excavations with material removed from the excavation, compact backfill by mechanical means, and restore surface material.

C. Geotechnical Investigation/Report

1. Perform geotechnical investigation for proposed design in the project area. Submit one copy of the geotechnical report to the City with preliminary design plans. The geotechnical report shall include, but not limited to the following:
 - **Existing Data** – Utilize existing geotechnical data available from the City of Plano for improvements to the maximum extent feasible. Strength properties for previously conducted

borings were not provided in the AMEC report dated, November 13, 2014.

- **Field Investigation** – A subsurface investigation consisting of nine (9) soil and rock borings drilled five (5) feet into competent rock to document general subsurface site conditions, obtain samples for laboratory analysis and observe short-term groundwater levels as encountered during the drilling of the borings. Borings will be taken at the top of slope, mid slope and toe of slope. An electrical resistivity survey (12 GMMIR) will be conducted to evaluate uniformity and potential soil moisture conditions between the borings. Ground Penetrating Radar (GPR) will be used on existing pavement patch areas to help identify voids located between the pavement and subgrade. The GPR will also help determine existing pavement thickness and rebar spacing.
 - **Laboratory Testing** – Laboratory testing shall classify soil and rock types and determine the engineering properties of the subsurface materials. Soil classification will be based on laboratory tests. Laboratory testing and analysis will include global and local stability of existing slopes. Analysis will include multiple stage consolidated undrained triaxial tests and consolidated drained direct shear tests to evaluate the effective shear strength properties of the saturated soil and residual strength properties. Test will include core breaks of rock to determine strength, modulus and consistency for possible piers and tiebacks that may be required.
 - **Engineering Analysis and Evaluation** – Engineering analysis and evaluation will include 2D global slope stability analysis (3D if determined necessary) at three separate locations. Provide input and review on local stability of various wall concepts prior to final design. Provide recommended subgrade stabilization for rigid pavement.
 - **Post Construction Monitoring** – Post construction monitoring of Phase I slope inclinometers to confirm the site has been stabilized so that Phase II permanent repairs and improvements can be constructed. Data will be collected monthly for up to three (3) months to access movement.
2. Show geotechnical boring locations on the plan view of the construction drawings and cross reference to the geotechnical report. Soil horizon and vertical bore information shall be shown on the vertical profile view of the geotechnical report.

D. Tree Survey and Condition Assessment – A Landscape Architect will GPS locate trees 6” and larger in areas that will be affected by the proposed repair/improvements. Each tree will be located on the topographical survey, and included in a table showing size, species, condition and recommendation for preservation or mitigation, if applicable.

E. Design Survey – The design survey will supplement previous survey information provided in the Verdunity study, dated November 13, 2014. Supplemental survey work will include survey of approximately 1,800 linear feet of the Russell Creek flowline (from the alley between Finsbury Drive and Hillendale Drive to Sutherland Lane). Approximate right-of-way location will be determined by monumentation recovery. Location of level B SUE markings will also be acquired during field work. All design and future construction work is anticipated to be contained within the limits of the adjacent park and Russell Creek Drive right-of-way. Right of entry from adjacent land owners will not be required for this project. Prior to beginning work, the Consultant will be provided the current topographic survey of the site to be utilized in preparation of the construction plans for Russell Creek Drive improvements. The survey will be provided in an AutoCAD compatible format. **The Consultant will rely on this survey as being true and accurate in all respects and assume no liability for errors or conflicts that may arise as a result of inaccurate or incomplete information on said survey.** All survey work to be performed will be conducted according to the following criteria:

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish temporary horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. OnCor Elec., Verizon Telephone, Atmos Gas, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline. Cross sections are for project design review and quantity takeoffs and may not be a part of the final construction plan set.
6. When underground utilities are exposed, tie to project control baseline.

7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

F. Floodplain Hydraulic Analysis

1. Drainage analysis of Russell Creek will be conducted during the preliminary design phase to aid in determining maximum allowable velocities and shear stress for toe stabilization efforts along the creek flowline. The analysis will include preparation of the following:
 - A limited hydrologic analysis of the Russell Creek Watershed to determine approximate peak discharges for the 1-year and 2-year recurrence intervals storm events within the project limits.
 - Update of the existing FEMA HEC-RAS hydraulic model with survey information determined with this project and supplemented with publicly available LIDAR data as needed.
 - A Memo documenting the drainage analysis and maximum allowable shear stress determined for design.
 - Permits through FEMA are not anticipated for this project.

G. Environmental Permitting

1. **Jurisdictional Assessment** – A Waters of the U.S. assessment and desktop review will be conducted based on U.S. Army Corps of Engineers Section 404 guidelines. A report of the assessment will be prepared determining the extent of the jurisdiction features with recommended permitting options and required thresholds associated with the proposed capital improvements. This work will be performed through our wetland biologist sub-consultant. It should be noted that only the U.S. Army Corps of Engineers can make the final determination of the type and quality of jurisdictional waters.
2. **Threatened and Endangered Species habitat Assessment** – Subconsultant's qualified biologist will perform an endangered species habitat assessment of the site including a site visit conducted simultaneously with the jurisdictional assessment. Subconsultant will coordinate with the Texas Parks and Wildlife Department to obtain a copy of the Natural Diversity Database (NDD) as well as the U.S. Fish and Wildlife Service iPAC database. A Threatened and Endangered species report for the site will be prepared with a description of field observations and conclusions.
3. **Cultural Resources Assessment** – Subconsultant will conduct a desktop cultural resource review to evaluate the site in accordance with Section 106 of the National Historic Preservation Act (NHPA), and Antiquities Code of Texas as appropriate. A letter report summarizing the findings of the desktop cultural assessment and recommendation for additional work if necessary. Please note: A

site visit is not included and will not be conducted for the purpose of the cultural resource review: should a regulatory agency require a site visit and/or work beyond a desktop review, an intensive level investigation may be necessary.

4. **Permitting Assistants** – It is anticipated that a Nationwide 13 (Bank Stabilization) permit with preconstruction notification will be required for toe stabilization within Russell Creek. Permitting assistance and coordination will be provided on a time and materials basis.

H. Structural Analysis (Phase II)

1. Develop typical wall sections and details to meet project design parameters for up to three (3) wall configurations as determined from the conceptual design.

I. Construction Control Survey (Phase I and II)

1. Set vertical and horizontal control stakes for construction at 500' intervals, or a minimum of one at each end of the project. Control stakes shall be set one (1) time. Restaking, if required, will be the responsibility of the contractor.

J. Direct Expenses (Phase I and II)

1. Included in this item are usual and customary expenses normally incurred during performance of the services described above. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

**EXHIBIT B
SCHEDULE OF SERVICES**

Activity	Duration (working/calendar days)
Notice to Proceed	0
Conceptual Design	40
Preliminary Design	30
City First Review	15-20
Final Design & Preparation of Special Conditions and Technical Specifications	40
City Second Review	15-20
Revise Final Plans & Specifications	10
City Final Review	5
Phase I Construction	
Assemble Bid Documents (phase I)	5
Advertise for Bids (phase I)	12
Receive Bids	0
Research Bidder(s) and Prepare Recommendation	4
Prepare City Council Agenda	20
Council Award	0
Prepare & Execute Contract	30
Schedule Preconstruction Meeting	7
Notice to Proceed	10
Phase I Construction	80
Phase II Construction	
Monitoring of Slope Inclinator	60
Assemble Bid Documents (phase I)	5
Advertise for Bids (phase I)	12
Receive Bids	0
Research Bidder(s) and Prepare Recommendation	4
Prepare City Council Agenda	20
Council Award	0
Prepare & Execute Contract	30
Schedule Preconstruction Meeting	7
Notice to Proceed	10
Phase II Construction	80

A working day is defined as Monday through Friday, excluding City of Plano Holidays.

**EXHIBIT C
PAYMENT SCHEDULE**

**RUSSELL CREEK DRIVE IMPROVEMENTS - INDEPENDENCE TO SUTHERLAND
PROJECT NUMBER 6519**

WORK STAGE SUBMITTAL OR COMPLETION	TOTAL
BASIC SERVICES	
B. Conceptual Design	\$22,455.00
C. Preliminary Design	\$77,025.00
D. Final Design	\$22,060.00
E. Bid Phase Services	\$13,050.00
F. Construction Administration	\$16,710.00
Total Basic Services	\$151,300.00
SPECIAL SERVICES	
A. Public Meetings	\$7,335.00
B. Subsurface Utility Exploration	\$9,480.00
C. Geotechnical Investigation Report	\$74,100.00
D. Tree Survey and Conditions Assessment	\$2,805.00
E. Supplemental Design Survey	\$17,065.00
F. Floodplain Hydraulic Analysis	\$10,580.00
G. Environmental Permitting	\$9,735.00
H. Structural Analysis	\$7,000.00
I. Construction Control Survey	\$5,280.00
J. Direct Expenses	\$4,980.00
Total Special Services	\$148,360.00
Total Fee	\$299,660.00

EXHIBIT "D"
ENGINEERING
INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

1. General Insurance Requirements:

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

- 1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. Engineer's Insurance - "Occurrence" Basis:

- 2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
 - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Actions of Independent Contractors;
 - iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
 - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

- 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

The Engineer shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000
per claim and aggregate of \$2,000,000

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)	
<input checked="" type="checkbox"/> 6. Premises/Operations	(Items No. 3-10 & 12 require)
<input checked="" type="checkbox"/> 7. Independent Contractors	<u>\$500,000</u> combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim \$2,000,000 aggregate
<input type="checkbox"/> 17. Garage Liability	\$_____ BI & PD each occurrence



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 North Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Joe A Bryant PHONE (A/C, No. Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B: Travelers Lloyds Ins. Company</td> <td>41262</td> </tr> <tr> <td>INSURER C: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER D: Catlin Insurance Company, Inc.</td> <td>19518</td> </tr> <tr> <td>INSURER E: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Company	25658	INSURER B: Travelers Lloyds Ins. Company	41262	INSURER C: Texas Mutual Insurance Company	22945	INSURER D: Catlin Insurance Company, Inc.	19518	INSURER E: Phoenix Insurance Company	25623	INSURER F:
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INSURED Pacheco Koch, LLC 8350 N. Central Expressway Suite 1000 Dallas TX 75206														

COVERAGES

CERTIFICATE NUMBER: Cert ID 26454

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sevarability of Int. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	PACP8270L029	2/23/2014	2/23/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA8265L357	2/23/2014	2/23/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	CUP3650T887	2/23/2014	2/23/2015	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	TSF-0001105561	5/11/2014	5/11/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability/ Pollution Liability	N	Y	AED96721-0815	8/27/2014	8/27/2015	Per Claim \$ 2,000,000 Annual Aggregate \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. Thirty day notice of cancellation in favor of certificate holder on all policies.

CERTIFICATE HOLDER

CANCELLATION

City of Plano 1520 K Avenue Plano TX 75074	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of **Pacheco Koch, LLC**, a Limited Liability Company organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **Pacheco Koch, LLC**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;

- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic.”

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

_____ A branch or division of the United States government or any of its departments or agencies.

_____ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

_____ A private club that is restricted to members of the club and guests and not open to the general public.

_____ Is not an “employer” under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

Pacheco Koch, LLC _____

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2015.

Notary Public, State of Texas